

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

**CHANDRAMATTE D. DEOCHAR, *on behalf of*
himself and all similarly situated individuals,
Plaintiff,**

v.

Civil Action No. 1:12-cv-04170-FB-JO

**SPECIALIZED LOAN SERVICING, LLC,

Defendant.**

OFFER OF JUDGMENT

Defendant Specialized Loan Servicing, LLC (“Defendant”), by its undersigned counsel, pursuant to Fed. R. Civ. P. 68, hereby submits this Offer of Judgment (“Offer”), which offers to allow judgment to be entered in favor of Plaintiff Chandramatte D. Deochar (“Plaintiff”) and against Defendant as follows:

1. Judgment shall be entered against Defendant for statutory damages under 15 U.S.C. §1692k(a)(2)(A) of the Fair Debt Collection Practices Act (“FDCPA”) in the aggregate amount of ONE THOUSAND AND ONE DOLLARS (\$1,001.00) arising from all of Plaintiff’s claims against Defendant as alleged in Plaintiff’s Complaint in the above captioned matter, but excluding any and all claims by Plaintiff for attorneys’ fees and costs incurred in the above captioned matter.

2. Separately from and in addition to the damages referred to in paragraph 1, *supra*, judgment shall be entered against Defendant and in favor of Plaintiff for Plaintiff’s costs of this action and a reasonable attorney’s fee incurred in connection with the claims alleged in the herein matter, as determined by the Court.

3. The judgment entered in accordance with this Offer of Judgment is to be in total settlement and resolution of any and all claims by Plaintiff in the above captioned case against Defendant and any potential FDPCA claims that could have been brought by Plaintiff against Defendant in this matter.

4. This Offer of Judgment is made solely for the purposes specified in Rule 68, and is not to be construed either as an admission against the Defendant or that Plaintiff has suffered any damages.

5. Notwithstanding the foregoing Offer, Defendant denies any wrongdoing or violation of state or federal laws, but admits liability for the sole purposes of settlement and resolution of Plaintiff's claims sought in the above-captioned matter as described more fully herein. If Defendant's Offer is accepted, Plaintiff agrees to dismiss with prejudice and release all FDPCA claims Plaintiff has or could have brought in this action, which arises from the transaction and form the base of Plaintiff's claims, including the facts set forth in Plaintiff's pleadings filed in this matter.

Dated: October 3, 2012

SPECIALIZED LOAN SERVICING, LLC.

By: /s/ Jason E. Manning
Of Counsel

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CERTIFICATE OF SERVICE

I hereby certify that on this 3rd day of October, 2012, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the following CM/ECF participants:

Counsel for Plaintiff

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